

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is entered into as of [Date: _____], by and between:

Disclosing Party:

Name: _____

Address: _____

Email: _____

Contact: _____

(Here in after referred to as “Disclosing Party”)

Receiving Party:

Name: _____

Address: _____

Email: _____

Contact: _____

(Here in after referred to as “Receiving Party”)

The Disclosing Party and the Receiving Party may collectively be referred to as the “Parties” and individually as a “Party.” Hookahdecoder.com *comes under Infinite Industries*. (“**Infinite Industries**” or “**Company**” “**We**”, “**Our**”, or “**Us**”), Infinite Industries has its own separate identity but we may sometimes use “Infinite Industries”, “Company”, “We”, “Our”, or “Us” when we refer to Infinite Industries in general.

***NOTE:** DISCLOSING PARTY WILL SHARE THE “INFORMATION” “FORMULATION” TO RECEIVING PARTY BY THE ABOVE GIVEN WEBSITE, EMAIL IDs AND WhatsApp NUMBERS OF “DISCLOSING” AND “RECEIVING” PARTIES USUALLY, BUT MAY ALSO USE ANY OTHER MEDIA IF REQUIRED.

The “INFORMATION” – “FORMULATION provided by OUR COMPANY (Disclosing party) from any of our channel included but not limited to – our website <http://hookahdecoder.com> or by WhatsApp or by our email etc., should not be disclose to any person, company, internet or anywhere in the world, at any cost or reason except “required by law or by any competent authority”.

The Discloser:

A. The Discloser intends to disclose information (the Confidential Information) to the Recipient for the purpose of MANUFACTURING HOOKAH / SHISHA FLAVORS – HOOKAH MOLASSES TOBACCO OR HERBAL (THIS PRODUCT IS USED FOR SMOKING IN HOOKAH / SHISHA) FOR SELLING AND BUSINESS OR COMMERCIAL PURPOSES. “RECIPIENT PARTY” CAN USE “DISCLOSER

PARTY” INFORMATION “- “FORMULATION” FOR ONLY MANUFACTURING THE PRODUCT BUT CAN NOT DISCLOSE THE “FORMULATON” AND “INFORMATION” ITSELF FOR ANY OTHER PURPOSE (The Purpose).

B. The Recipient undertakes not to use the Confidential Information for any purpose except the Purpose, without first obtaining the written agreement of the Discloser.

C. The Recipient undertakes to keep the Confidential Information secure and not to disclose it to any third party.

D. The CONFIDENTIAL INFORMATION OR INFORMATION wherever is used throughout the NDA is termed and should be understood as HOOKAH/SHISHA FORMULATION, TECHNIQUES, RAW MATERIALS INGREDIENTS LIST and MANUFACTURING PROCESS. In short, it is deemed as the whole services included under our MEMBERSHIP which the RECIPIENT or RECEIVING PARTY has undertaken.

1. Purpose

The Disclosing Party intends to share certain confidential and proprietary information with the Receiving Party for the purpose of evaluating, purchasing, or engaging in discussions related to the formulation(s) and related services offered by the Disclosing Party (“Purpose”).

2. Definition of Confidential Information

“Confidential Information” includes all proprietary and confidential information, including but not limited to formulas, chemical compositions, ingredients, processes, specifications, trade secrets, intellectual property, and any other information related to the formulation, whether communicated in writing, orally, electronically, or in any other form, provided by the Disclosing Party to the Receiving Party.

3. Obligations of the Receiving Party

The Receiving Party agrees to the following:

A. **Confidentiality:** The Receiving Party will keep all Confidential Information strictly confidential and will not disclose it to any third party in any form, medium, or media, whether directly or indirectly, without the prior written consent of the Disclosing Party. The Receiving Party further agrees not to disseminate, publish, or allow access to the Confidential Information through any communication channel or platform, ensuring its protection across all possible disclosure avenues.

B. Use of Confidential Information: The Receiving Party will use the Confidential Information only for the Purpose as described above, and not for any other purpose, including commercial or competitive use.

C. Protection of Confidential Information: The Receiving Party will take all reasonable measures to safeguard the Confidential Information, including using the same degree of care as it does for its own confidential information, but no less than reasonable care.

D. Non-Disclosure to Employees: The Receiving Party will not disclose the Confidential Information to any of its employees or agents unless such employees or agents need to know the information to carry out the Purpose and are bound by confidentiality obligations no less stringent than those in this Agreement.

E. Return of Materials: Upon request by the Disclosing Party, the Receiving Party shall return or destroy all materials containing Confidential Information, including any copies, summaries, or notes derived from the Confidential Information.

4. No License or Rights

Nothing in this Agreement grants the Receiving Party any rights or licenses, express or implied, in or to the Confidential Information, except for the limited right to use the Confidential Information solely for the Purpose.

5. Term of Agreement

This Agreement shall commence from the date signed by the RECIPIENT or RECEIVING PARTY and shall remain in effect till the period of [100] years.

6. No Obligation to Proceed

Nothing in this Agreement obligates the Disclosing Party to proceed with any transaction or relationship with the Receiving Party. Either Party may terminate discussions at any time, without any obligation or liability to the other Party.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [UTTAR PRADESH/ INDIA], without regard to its conflicts of laws principles.

8. Miscellaneous

A. **Amendments:** Any amendments or modifications to this Agreement must be made in writing and signed by both Parties.

B. **Severability:** If any provision of this Agreement is deemed invalid or unenforceable, the remainder of the Agreement shall remain in effect.

C. **Waiver:** No waiver of any provision of this Agreement will be valid unless in writing and signed by the Party granting the waiver.

9. Disclaimer

***Disclaimer:** OUR COMPANY'S manufacturing process for producing hookah/ shisha molasses is developed using industrial-grade materials, precise formulations, and stringent quality controls to ensure compliance with health and safety standards. All ingredients, techniques, and formulations are accurately measured and calibrated to the gram and milliliter. Any modification, alteration, or deviation from our prescribed process—whether in the form of ingredient substitution, quantity adjustments, or procedural changes—by the RECIPIENT or any THIRD PARTY without our explicit written authorization may result in adverse effects or potential health hazards to consumers. OUR COMPANY expressly disclaims any liability or responsibility for any harm, injury, or damages resulting from products manufactured using altered processes or unauthorized modifications. The RECIPIENT agrees to indemnify and hold our company harmless from any claims, losses, or liabilities arising from such modifications.

10. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior negotiations, representations, and agreements, whether written or oral, concerning the subject matter.

***In the event of a breach of this Non-Disclosure Agreement (NDA)** by the receiving party, 'OUR COMPANY' reserves the right to initiate legal proceedings for the dispute in any court of jurisdiction chosen by 'OUR COMPANY.' Additionally, the violating party agrees to pay a penalty amounting to 100 times the membership fee they committed to under this agreement, or the penalty set forth by the court of law, whichever is greater. This penalty provision shall not limit or waive any other remedies available to 'OUR COMPANY' under applicable law.

IN WITNESS WHEREOF, the Parties have executed this Non-Disclosure Agreement as of the date first written above.

***Note:** Please read all the clauses and statements before filling and signing the Non-Disclosure Agreement. For any queries, you can reach out to us at +91-9559242244 or email us at mail@hookahdecoder.com

Check out our *Privacy Policy* and *Terms & Conditions* mentioned in our website to get more info. **Website:** www.hookahdecoder.com

Disclosing Party:

By:

_____ [Signature]

Name: _____

Title: _____

Company Name: _____

Address: _____

Receiving Party:

By:

_____ [Signature]

Name: _____

Title: _____

Company Name: _____

Address: _____

Date: _____